

RECORDATION NO. 27279-A FILED

JAN 04 '08 -2 0 0 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

January 4, 2008

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated as of December 21, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement previously filed with the Board under Recordation Number 27279.

The names and addresses of the parties to the enclosed document are:

Assignor: General Electric Railcar Services Corporation
161 North Clark Street, 7th Floor
Chicago, IL 60601

Assignee: AIG Rail Services
5700 Granite Parkway, Suite 850
Plano, TX 75024

Mr. Vernon A. Williams
January 4, 2008
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A description of the railroad equipment covered by the enclosed document is:

45 railcars within the series NAHX 61355 - NAHX 61845 as more particularly set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JAN 04 '08

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[Memorandum of Assignment and Assumption Agreement]

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement is made and entered into on of December 21, 2007 by and between General Electric Railcar Services Corporation, a Delaware corporation (the "Assignor"), and AIG Rail Services, Inc., a Delaware corporation (the "Assignee").

WITNESSETH:

The undersigned have entered into that certain Assignment and Assumption Agreement (the "Assignment"), dated as of December 21, 2007, whereby the Assignor has agreed to assign to the Assignee and the Assignee has agreed to assume from the Assignor those certain railroad car leases listed on Exhibit A attached hereto.

This Memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument. Nothing in this Memorandum shall amend or supersede any provision of the Assignment.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION

By: 

Name: Mark Stefani

Title: Vice President

AIG RAIL SERVICES, INC.

By: _____

Name: _____

Title: _____

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

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IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

**GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION**

AIG RAIL SERVICES, INC.

By: _____
Name: Mark Stefani
Title: Vice President

By: Jeffrey L. Wilkinson
Name: Jeffrey L. Wilkinson
Title: Vice President

[Memorandum of Assignment and Assumption Agreement]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this, the 21st day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Mark Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



A large, stylized handwritten signature in black ink, which appears to read "Jeanne A. Nelson", is written over a horizontal line.

Name: Jeanne A Nelson, Notary Public
My Commission Expires: 02-20-2010
Residing in Cook County

[Memorandum of Assignment and Assumption Agreement]

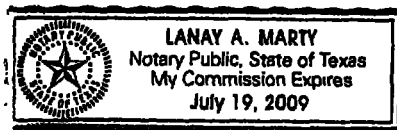
STATE OF TX)
) SS:
COUNTY OF Collin)

On this, the 21st day of December 2007, before a Notary Public in and for said County and State, personally appeared Jeffrey L. Wilkinson, who being by me duly sworn, says that he is the Vice President of AIG Rail Services, Inc., who acknowledged himself to be a duly authorized officer of AIG Rail Services, Inc., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: Lanay A. Marty
Notary Public

My Commission Expires: July 19, 2009
Residing in: Allen, Collin County, TX



**EXHIBIT A
CAR LIST**

Unit Count	AAR Reporting Marks	
1	NAHX	61355
2	NAHX	61360
3	NAHX	61375
4	NAHX	61429
5	NAHX	61444
6	NAHX	61453
7	NAHX	61458
8	NAHX	61468
9	NAHX	61476
10	NAHX	61478
11	NAHX	61488
12	NAHX	61493
13	NAHX	61514
14	NAHX	61517
15	NAHX	61527
16	NAHX	61682
17	NAHX	61742
18	NAHX	61774
19	NAHX	61791
20	NAHX	61809
21	NAHX	61814
22	NAHX	61815
23	NAHX	61817
24	NAHX	61818
25	NAHX	61819
26	NAHX	61820
27	NAHX	61821
28	NAHX	61823
29	NAHX	61824
30	NAHX	61825
31	NAHX	61826
32	NAHX	61827
33	NAHX	61828
34	NAHX	61829
35	NAHX	61830
36	NAHX	61831
37	NAHX	61832
38	NAHX	61833
39	NAHX	61834
40	NAHX	61835
41	NAHX	61837
42	NAHX	61838
43	NAHX	61839
44	NAHX	61840
45	NAHX	61845

EXHIBIT A
RAILROAD CAR LEASES

Rider No. 11 dated June 26, 1992 between Afton Chemical Corporation ("Afton"), as successor in interest to Ethyl Petroleum Additives, Inc., and Assignor, as successor in interest to General Electric Railcar Leasing Services Corporation, as (a) renewed by Renewal No. 01, Car Set 01 to Rider No. 011 dated March 21, 1994 between Afton, as successor in interest to Ethyl Corporation, and Assignor, (b) renewed by Renewal No. 02, Car Set 01 to Rider No. 011 dated August 1, 1997 between Afton, as successor in interest to Ethyl Petroleum Additives, Inc., and Assignor, (c) renewed by Rider No. 11, Renewal No. 3 executed by Afton, as successor in interest to Ethyl Petroleum Additives, Inc., on August 8, 2000 and by Assignor on August 15, 2000 and (d) renewed by Rider No. 11 Renewal No. 4 dated March 14, 2007 between Assignor and Afton, which incorporates by reference Car Leasing Agreement 1560-03 dated as of January 1, 1985 between Lessee, as successor in interest to Ethyl Petroleum Additives, Inc., and Assignor.

(x) Rider No. 18 dated March 27, 2000 between Amalgamated Sugar Company ("Amalgamated") and Assignor and (y) Rider No. 8 dated November 17, 1992 between Amalgamated and Assignor, as successor in interest to General Electric Railcar Leasing Services Corporation, as renewed by Renewal No. 01 Car Set 01 to Rider No. 008 dated March 1, 1998 between Lessee and Assignor, as both were collectively (a) renewed by Rider No. 018 Renewal No. 01 executed by Amalgamated on March 7, 2001 and by Assignor on March 19, 2001, (b) renewed and amended by Rider No. 18 Renewal No. 2 executed by Lessee on April 27, 2004 and by Assignor (mistakenly identified as "General Electric Rail Services Corporation") on May 4, 2004, and which incorporate by reference Car Leasing Agreement 0432-83 dated July 31, 1989 between Amalgamated and Assignor, as (i) amended by Amendment No. 1 dated as of May 25, 1994 between Amalgamated and Assignor and (ii) amended by that certain letter agreement dated September 15, 1998 between Amalgamated and Assignor.

Rider No. 92 dated October 15, 1999 between ConAgra, Inc. ("Conagra") and Assignor, as (a) renewed by Rider No. 92 Renewal No. 1 executed by ConAgra Trade Group, Inc., as predecessor in interest to Conagra, on January 9, 2003 and by Assignor on January 19, 2003 and (b) renewed and amended by Rider No. 92 Renewal No. 2 executed by Conagra on January 1, 2006 and by Assignor on February 3, 2006, which incorporates by reference Car Leasing Agreement 1549-1 dated March 9, 1994 between Assignor and Conagra.

Rider No. 14 dated October 1, 2007 between Infineum USA L.P. ("Infineum") and Assignor, which incorporates by reference Car Leasing agreement 2395-11 dated as of November 19, 1996 by and between Exxon Chemical Americas, a Division of Exxon Chemical Company and Exxon Company, U.S.A., each of which are a division of Exxon Corporation ("Exxon"), and Assignor, as amended by (a) that certain letter agreement dated October 28, 1996 between Assignor and Paxon Polymer Company, L.P. II and (b) that certain Amendment No. 2 dated February 11, 1999 among Exxon, Assignor and Infineum.

[Memorandum of Assignment and Assumption Agreement]

Rider No. 4 dated October 18, 2004 between Pendleton Flour Mills, LLC ("Pendleton") and Assignor, which incorporates by reference the terms of that certain Car Leasing Agreement No. 2839-97-0 dated October 19, 2004 between Pendleton and Assignor.

Rider No. 36 dated February 12, 2003 between SASOL North America Inc. ("SASOL") and Assignor, as (a) renewed by Rider No. 36 Renewal No. 1 dated November 2, 2006 between SASOL and Assignor and (b) amended by that certain Amendment dated as of September 24, 2007 between SASOL and Assignor, which incorporates by reference Car Leasing Agreement #9042-83 dated December 15, 1992 between SASOL, as successor in interest to Vista Chemical Company, and Assignor, as successor in interest to General Electric Railcar Leasing Services Corporation, as amended by Amendment No. 1 dated as of June 29, 1993 between SASOL, as successor in interest to Vista Chemical Company, and Assignor, as successor in interest to General Electric Railcar Leasing Services Corporation.

Rider No. 64 dated October 1, 2007 between Tate & Lyle Ingredients Americas, Inc. ("Tate") and Assignor, which incorporates by reference Car Leasing agreement 8096-7 dated as of March 8, 1984 between Tate, as successor in interest to Staley Continental, Inc., and Assignor, as (a) amended by that letter agreement dated October 26, 1988 between Tate, as successor in interest to A.E. Staley Manufacturing Company, and Assignor, (b) amended in that letter agreement dated March 15, 1990 between Tate, as successor in interest to A.E. Staley Mfg. Company, and Assignor, and (c) amended by that Amended and Restated Amendment No. 1 dated December 4, 1996 between Tate, as successor in interest to A.E. Staley Manufacturing Company, and Assignor.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 1/4/08



Robert W. Alvord